

In the Matter of Impasse Arbitration)  
Between )  
RACINE COUNTY DEPUTY )  
SHERIFF'S ASSOCIATION )  
And )  
COUNTY OF RACINE )

Case XIV  
No. 15750 MIA-8  
Decision No. 11169-A

### Introduction

The undersigned was appointed on December 21, 1972 by the Wisconsin Employment Relations Commission to serve as impartial arbitrator to render a final and binding decision pursuant to Section 111.77(4)(b) of the Wisconsin Municipal Employment Relations Act. He immediately communicated with the parties, but due principally to the work load of the Association Attorney, a hearing could not be scheduled until March 5, 1973. At that time a hearing was held at Racine. No court reporter was present. Exhibits were introduced and the impartial arbitrator took his own notes on the testimony of witnesses.

At the hearing the case for the County was introduced under the direction of Dennis Flynn, Corporation Counsel. The case for the Association was presented under the direction of Jay Schwartz, Attorney, Racine.

### The Last Offer of The Parties Which Created The Issue

There was only one unresolved issue involved in connection with the negotiations for the 1973 contract. That issue involved Longevity Pay.

The last offer of the County on Longevity Pay was to retain the language which appeared in the 1971 Agreement. The language provided that "an employee with 10 years of continuous employment as of his anniversary date of hire shall be paid \$15.00 a month in addition to his regular rate of pay." The language further provided that when the employee reached 15 years of continuous service he would be paid a total of \$30.00 per month in addition to his regular rate of pay.

The last demand of the Association on Longevity pay was for 1.5% of the base pay after 5 years of continuous service, 3% of the base pay after 10 years of continuous service and 4.5% of the base pay after 15 years of continuous service.

In terms of additional dollars calculated on the agreed salary for 1973 if the Association plan were introduced, it would mean that Deputies at 5 years of service would get \$14.04 more per month than under the County offer, at 10 years of service \$13.07 more per month than the County offer and at 15 years of service \$12.11 more per month. Sergeants and Detectives who are in the unit would get proportionate increases calculated on their base rates of pay.

### Discussion and Opinion

Throughout his deliberations, the arbitrator kept in mind the factors mentioned in Section 111.77 (6).

One of the first thoughts that occurred to me in facing up to the issue posed by the impasse involved in this case was the need to study the evidence to determine if public employees in the police area had established any discernable policy as to whether if longevity payments are made, those payments should be computed on a percentage of base salary or awarded in lump sum amounts.

The formula used would make quite a difference in future costs to the County. If a percentage is applied to the base figure, the longevity payments will, of course, continue to increase every time the base becomes greater.

The County made longevity payment comparisons with 6 other counties--Kenosha, Rock, Walworth, Ozaukee, Washington and Waukesha. The comparison showed that only Ozaukee, Washington and Waukesha paid longevity. Ozaukee and Washington used the lump sum formula. Waukesha used the percentage formula which went from 2% after 6 years to 6.5% after 20 years. However, as of January 1, 1973, the Waukesha County discontinued entirely longevity for all new employees. One could reasonably speculate that the discontinuance was prompted, at least in part, by spiraling amounts due every time there was a wage increase.

The only evidence the Association submitted relative to longevity payments was the plan in effect for City of Racine Police and City of Racine Fire Fighters. Both plans called for a percentage of base salary. The percentages for City of Racine police were exactly the same as the request made of the County in this case.

The Association stressed that it felt that the comparison with Racine was more realistic than the comparison with the counties which the County selected. Indeed the Association argued that in negotiations the parties had never compared with any of the areas the County named with the exception of Kenosha and Waukesha.

Neither side furnished me with enough evidence to determine the trend as between a percentage or lump sum formula for longevity payments.

It seems quite evident, however, that there is a very rational reason from the standpoint of the County for a desire to keep longevity at a lump sum figure in order to avoid getting into a plan which calls for escalated sums as salary increases. I, therefore, feel that if the Association felt there was a trend to a percentage formula, it had the responsibility of developing that evidence.

The Association undoubtedly felt that when it showed that the City of Racine Police and Firefighters had secured a longevity plan based on a percentage formula, it had introduced the most realistic evidence. This, of course, would be true if I could be convinced that the County contract with the Association needs to track in all respects the provisions in the contract that the City of Racine has made with its police. I was not, through detailed analytical evidence, taken through a study of the two contracts. I was not led to believe that generally the Association members were worse off than the city police. Indeed the evidence introduced indicated that members of the Association were not endeavoring to secure jobs with the city police. The evidence further indicated that the County foresaw no problem in recruiting. I think, too, that no such problem will exist.

The County did make one comparison which was worthy of note. The evidence revealed that Kenosha County offered no longevity to sheriffs.

The Association presented several other arguments to which I must react.

The Agreement provides that members of the Association can earn increments for educational credits. The Association argues it needs Longevity starting at the fifth year in order to better the financial position of some employees who for one reason or another cannot or do not find it expedient to earn educational credits. As an example of what the Association claims is an undesirable imbalance, it cites the case of a college graduate who has not yet been on the force for one year but makes \$4.00 more per month than a man with 9 years of experience.

I can agree that when a plan is put in which will permit an increase of earnings tied to education credits, the agreement should probably make certain provisions for older men who might not realistically be expected to return to school and for permitting younger men to make certain shifts in duty to enable them to take advantage of educational opportunities. However, under Statute 111.77(4)(b) I do not have the power to recommend any plan which might help to take care of the problem. I am confined to issuing an award which will include an offer made by a party without modification.

I cannot be persuaded that the introduction of the Longevity plan proposed by the Association is a realistic way to adjust any imbalance that may exist. It seems to me that in short order, the imbalance will again appear.

At this time it seems appropriate to revert to the comparison made between the County and City of Racine law enforcement employees. I find no evidence in the City of Racine Agreement that credit for education is included. And no claim was made by the Association to such effect.

As far as the imbalance that ensues when a college graduate is hired, it should not be overlooked that the County is gambling on the value of the man in the long run and the parties in their Agreement were willing to permit such long range outlook.

One further argument was forcefully made by the Association. It introduced testimony that in negotiations prior to those for the 1973 contract, the County negotiator had urged the Association to abandon a demand for a change in the longevity formula with a promise that in the next round, the County would grant the request. County witnesses denied that such a promise was ever made. One of the chief spokesmen for the County at negotiations flatly denied the promise. He admitted it might have been possible that the Association was told that the County would consider the request in 1973 negotiations.

The evidence is such that I cannot make an award in favor of the Association based upon the assertion of a promise of the type just described.

In coming to a conclusion in respect to the award, I take cognizance of the fact that the County did make many improvements in the contract it offered to the Association for 1973. Included was a 5.5% salary increase.

The Award

The County offer on Longevity should be incorporated into the 1973 Agreement.

Date April 24, 1973

Signed Reynolds C. Seitz /s/  
Reynolds C. Seitz  
Impartial Arbitrator  
1103 West Wisconsin Avenue  
Milwaukee, WI 53233